

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2020-204-T**

Application of Rudy Ru's Moving Crew,  
LLC for a Class E (Household Goods)  
Certificate of Public Convenience and  
Necessity for Operation of Motor Vehicle  
Carrier

**PREFILED DIRECT  
TESTIMONY  
OF DEMARI RUDOLPH**

**Q. Please state your name, employer, and business address.**

A. My name Demari ("Rudy") Rudolph; I am the sole member of Rudy Ru's Moving Crew, LLC ("Rudy Ru") located at 300 Caughman Farm Lane, Apt. 111, Lexington, South Carolina (29072).

**Q. What is the purpose of your testimony?**

A. I am testifying in support of Rudy Ru's Application for a Class E Certificate of Public Convenience and Necessity with statewide authority.

**Q. Please tell the Commission about your education and work history?**

A. I am a 2011 graduate of White Knoll High School. I attended Mars Hill University and Midlands Technical College. I have been employed by Landmark Financial Services since July 2019 as a Branch Manager Trainee.

**Q. Please describe the services Rudy Ru would like to provide.**

A. Rudy Ru will provide all services associated with household goods moving, such as packing, unpacking, and physical labor.

**Q. Do you have any experience providing moving services?**

A. Yes, I have five years of moving experience that includes moving family and friends. I have packed, loaded, unloaded and assembled items numerous times.

**Q. How employees will Rudy Ru have?**

A. Rudy Ru will initially have two full time employees and two part-time employees.

**Q. How will Rudy Ru train its employees?**

A. New employees will be required to watch a series of videos that include various techniques to provide safe and efficient moving experiences. Additionally, employees will also participate in hands-on training.

**Q. Does Rudy Ru own or lease any vehicles?**

A. Rudy Ru does not own or currently lease any vehicles.

**Q. Does Rudy Ru plan to acquire other vehicles?**

A. Yes, Rudy Ru plans to acquire a 26' and a 15' truck in the near future.

**Q. Will Rudy Ru be insured?**

A. Yes, Rudy Ru has insurance quotes for \$1,000,000 in general liability insurance and \$25,000 in cargo insurance which have been filed with the Commission.

**Q. Has Rudy Ru submitted a tariff?**

A. A tariff is attached as Exhibit A.

**Q. How will you quote the cost of a move to a customer?**

A. Rudy Ru will provide an estimated cost of a move. Our quotes are based upon square footage, moving experience and what clients convey they need moved. On-site estimates will be performed if deemed necessary. Rudy Ru would also like to offer customers the option of a binding estimate. Rudy Ru's proposed tariff has a rider that offers customers the option of a binding estimate.

**Q. Please explain how Rudy Ru would offer a binding estimate to customers?**

A. We would calculate the cost of the move and give the customer the option of a fixed price, regardless of the actual time required for the job.

**Q. How would Rudy Ru calculate the fixed price of a move?**

To calculate the fixed price, we would use our tariffed rates and estimate the distance, labor, and equipment needed to safely and efficiently complete the move.

**Q. Why does Rudy Ru want to offer binding estimates?**

A. We believe customers will like knowing what a move will cost up front. A binding estimate will remove the uncertainty of hourly pricing. Fixed price moves will also eliminate a common source of complaints. Customers are often become upset if a mover's non-binding estimate is lower than the actual cost of the move. We are willing to stand behind our estimates.

**Q. What if the move takes more time than anticipated?**

A. Rudy Ru will absorb the added cost if a move takes longer than we thought. On the other hand, Rudy Ru will benefit if it finishes sooner than expected.

**Q. Would Rudy Ru have an incentive to quote high fixed prices?**

A. No. The moving industry is very competitive. If our quotes are too high, customers will go somewhere else, even if the competition's estimate is non-binding.

**Q. Would Rudy Ru offer binding estimate in a non-discriminatory manner?**

A. Absolutely. A binding estimate will be available to anyone who wants one and will be calculated in the same manner for everyone.

**Q. Would customers be given a choice between a move charged under a Binding Estimate or being charged the tariffed rates?**

A. Yes. A customer could opt to be charged according to the tariffed rates for actual time and labor required for the move.

**Q. When would a customer have to choose between the binding estimate and tariffed rates?**

A. The customer would have the choice until the move begins.

**Q. How long is a binding estimate valid?**

A. The binding estimate would be valid for five business days.

**Q. Does Rudy Ru have a Bill of Lading?**

A. Yes, I have attached a Bill of Lading form to my testimony as Exhibit B.

**Q. Will Rudy Ru provide a Bill of Lading for each move it conducts?**

A. Yes.

**Q. Why do you believe there is a need for Rudy Ru' services in South Carolina?**

A. South Carolina's economy is recovering from the initial effects of the COVID-19 pandemic, and the housing market is growing. As the housing market grows, more people need the services of good moving companies. According to the Federal Reserve, the state's unemployment rate is 4.2%, well below the national average of 6.9%. *See* [https://www.richmondfed.org/~media/richmondfedorg/research/regional\\_economy/reports/snapshot/pdf/snapshot\\_sc.pdf](https://www.richmondfed.org/~media/richmondfedorg/research/regional_economy/reports/snapshot/pdf/snapshot_sc.pdf). In October 2020, new residential housing permits were up 34.6% from October 2019. The United States Census Bureau estimates South Carolina grew by 11.3% to over 5 million people between April 1, 2010, and July 1, 2019. *See* U.S. Census Bureau Quick Facts, South Carolina, [www.census.gov/quickfacts/sc](http://www.census.gov/quickfacts/sc). These numbers suggest the demand for qualified movers will be strong.

**Q. How will Rudy Ru reach its customers?**

A. We plan to market Rudy Ru online, through a website, Facebook, and other social media. Rudy Ru will also utilize billboard, radio, and other various marketing avenues.

**Q. Is Rudy Ru financially able to provide service to the public?**

A. Yes. As shown on our application, Rudy Ru is financially viable.

**Q. Are there any outstanding court orders or judgments against Rudy Ru or you, personally?**

A. No.

**Q. Are you aware of any complaints filed against Rudy Ru or you with the Better Business Bureau, the Chamber of Commerce, or any state or municipal court or agency?**

A. No.

**Q. Have you ever been convicted of a crime?**

A. No.

**Q. Are you familiar with, and do you agree to comply with, the statutes and regulations that govern the operation of intrastate household goods movers in South Carolina?**

A. Yes, and Rudy Ru will comply with them.

**Q. Have you published a notice of Rudy Ru's application?**

A. Yes. Notice of Rudy Ru' application was published in the *Post and Courier* newspaper on December 21, 2020. An affidavit of publication has been filed with the Commission.

**Q. What is Rudy Ru' plan for the next five years?**

A. Rudy Ru's Moving Crew plans to apply for statewide authority soon. The company will also acquire moving trucks and work towards expanding and establishing headquarters in surrounding regions and states.

**Q. Does this conclude your testimony?**

A. Yes.

## **EXHIBIT A**

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN  
THE STATE OF SOUTH CAROLINA**



# RUDY RU'S MOVING CREW, LLC South Carolina Household Goods Tariff

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## RUDY RU'S MOVING CREW, LLC South Carolina Household Goods Tariff

### **Applicability of Tariff**

This Tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by RUDY RU'S MOVING CREW, LLC ("RUDY RU"). These services are furnished between points and places in all South Carolina counties.

### **SECTION 1**

#### **1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

#### **1.1 Hourly Rates and Charges**

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave Rudy Ru's office location and includes the movers' estimated return time to the office location.

| <b>Number of Movers</b> | <b>Hourly Weekday Charge</b> | <b>Hourly Weekend Charge (Saturday &amp; Sunday)</b> |
|-------------------------|------------------------------|--|
| Two Men and a Truck     | \$120.00                     | \$140.00   |
| Three Men and a Truck   | \$180.00                     | \$200.00   |
| Four Men and a Truck    | \$240.00                     | \$260.00   |
| Each Additional Man     | \$25.00 per man/per hr.      | \$ 25.00 per man/per hr.                             |

## **RUDY RU'S MOVING CREW, LLC South Carolina Household Goods Tariff**

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### **1.2 Minimum Hourly Charges:**

|                             |                           |
|-----------------------------|---------------------------|
| Monday- Friday              | Three-Hour Minimum Charge |
| Saturday- Sunday            | Four-Hour Minimum Charge  |
| Recognized Federal Holidays | Four- Hour Minimum Charge |

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Rudy Ru will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

## **SECTION 2**

### **2.0 Additional Services**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this Tariff, in connection with a move involving additional items.

#### **2.1 Bulky Article Charges (per item)**

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) - \$70.00
- Golf Carts - \$150
- Pianos - \$275

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**RUDY RU'S MOVING CREW, LLC South Carolina Household Goods Tariff**

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**2.2 Elevator or Stair Carry**

Rudy Ru does not charge an additional fee for elevator or stair carry.

**2.3 Excessive Distance or Long Carry Charges**

Rudy Ru does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

**2.4 Pick Up and Delivery**

Rudy Ru does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

**2.5 Packing and Unpacking**

**2.5.1** Rudy Ru does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the price of packing materials as listed in Appendix A.

**2.5.2** Rudy Ru is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Rudy Ru reserves the right to decline any moves consisting of extremely large or fragile items.

**2.7 Articles, Special Servicing**

The rates and charges in this Tariff do not include servicing or connecting appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

**2.8 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not Rudy Ru's fault.

### **SECTION 3**

#### **3.0 Rules and Regulations**

##### **3.1 Claims**

- 3.1.1** All claims for loss, damage, or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify Rudy Ru of all claims for concealed damage within 30 days of the move. Rudy Ru must be given a reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time-to-time damages may occur. If damages are caused by our service, Rudy Ru reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Rudy Ru immediately. Rudy Ru will complete a Damage Report before leaving your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

##### **3.2 Computing Charges**

Rudy Ru's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

##### **3.3 Governing Publications**

Rudy Ru's rates and charges are governed by the terms and conditions of this Tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

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**RUDY RU'S MOVING CREW, LLC South Carolina Household Goods Tariff**

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**3.4 Valuation**

**3.4.1. Standard.** Rudy Ru's maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed, or damaged while in the custody of Rudy Ru will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).

**3.4.2. Full (Replacement) Value Protection.** Full replacement coverage is available upon request or may be obtained from third-party providers.

**3.5 Items of Particular Value**

Rudy Ru does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones, or articles of extraordinary value, including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured therefrom. Rudy Ru will not accept responsibility for the safe delivery of such articles if they come into Rudy Ru's possession with or without Rudy Ru's knowledge.

**3.6 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of Rudy Ru's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.7 Delays**

Rudy Ru shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

**SECTION 4****4.0 Promotions**

Rudy Ru shall apply the following promotions in a uniform and nondiscriminatory fashion:

**4.1 Military/Senior Citizens**

A promotional rate of normal hourly service charges for moving, packing, and unpacking items listed below will be applied for customers who are active-duty military, disabled veterans, and senior citizens (age 65 or over) that provide proper proof of same. Extra chargeable items will follow rates in Section 2. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Rudy Ru office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

| <b>Number of Movers</b> | <b>Hourly Rate</b>       |
|-------------------------|--------------------------|
| Two Men and a Truck     | \$80.00                  |
| Three Men and a Truck   | \$110.00                 |
| Four Men and a Truck    | \$150.00                 |
| Each Additional Man     | \$35.00 per man/per hour |

# **RUDY RU'S MOVING CREW, LLC    South Carolina Household Goods Tariff**

## **APPENDIX A**

| <b>PRICING FOR PACKING MATERIALS:</b>              |                                    |
|--|------------------------------------|
| Boxes (Small, Medium, Large)                       | \$2.00 per box                     |
| Wardrobe Box                                       | \$2.00 per box                     |
| Packing Paper ((30in x 24in)                       | \$10.00 per roll                   |
| Bubble Wrap (12in x 10in)                          | \$5.00 per roll                    |
| Tape   | \$4.00 per roll                    |
| Shrink Wrap  | \$20 per roll                      |
| Mattress Bags                                      | \$10 per bag                       |
| Mirror Carton Box                                  | \$5 per carton (includes 4 pieces) |
| Paper Pads   | \$2.00 per /pad                    |
| Wine/Bottle Boxes                                  | \$10 per box                       |
| TV Boxes   | \$25 per/box                       |
| Tall Boxes (for rugs, carpet rolls, fishing poles) | \$5/per box                        |
| Picture Boxes                                      | \$10/per box                       |



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**RUDY RU'S MOVING CREW, LLC South Carolina Household Goods Tariff**

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**RIDER No. 1 – Binding Estimate**

1. Before beginning a move, Rudy Ru offers customers the option of a Binding Estimate for. Rudy Ru will calculate the cost of a fixed price move based on estimated distance, labor, and equipment needed to complete the move safely and efficiently according to the rates and charges in its Tariff and will charge that cost regardless of the amount of equipment and labor required.
2. Rudy Ru will absorb the added cost if a move takes longer than anticipated, and Rudy Ru will benefit if it finishes sooner than expected. The Binding Estimate option will be provided on Rudy Ru's Bill of Lading form.
3. The Binding Estimate will include all charges in Rudy Ru's Tariff including labor, truck, and bulky items, except charges for packing materials, and applicable promotions. Packing materials are not included in the Binding Estimate and will be charged at the prices in Appendix A at the end of the move. Full replacement coverage for damaged or lost articles must be purchased separately.
4. A Binding Estimate is valid for five (5) business days. If a Binding Estimate is provided more than five (5) business days before the day on which a move is scheduled, Rudy Ru will confirm the customer's agreement to the estimate no later than five (5) business days before the move.
5. If the customer makes changes in the household goods to be moved, the distance of the move (for example, a change in destination or an additional stop), Rudy Ru will provide a new Binding Estimate, which the customer may chose instead of being charged the tariffed rate.

## RUDY RU'S MOVING CREW, LLC South Carolina Household Goods Tariff

6. Section 3 of the Tariff, and any other provision consistent with a Binding Estimate, shall apply to this Rider.
7. The Binding Estimate will be provided on the form attached as Exhibit A to this Rider.  
Rudy Ru will keep copies of Binding Estimates and supporting documentation on file for at least five (5) years.

**EXHIBIT A TO RIDER No. 1**



## Binding Estimate

Estimate Date \_\_\_\_\_

Estimate Number RU10084

Prepared By RUDY

☒ Day Work ☐ Contract ☐ Other

Customer Name \_\_\_\_\_

Origination/Destination(s): \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Date(s) of Service Needed: \_\_\_\_\_

Disclaimer: Our work estimates are based on the information you provided and the rates and charges in our tariff. Estimates represented on this page are valid for all bookings reserved within **5 business days** of the estimate date. This binding estimate is only valid for the items, services, and distances listed. Rudy Ru will be bound to all charges quoted in this estimate, except that you will be charged for the packing materials actually used for your move. **We reserve the right to change this estimate due to a change in the scope of work. After 5 business days**, Rudy Ru's Moving Crew, LLC reserves the right to require a new work estimate be completed. **READ IMPORTANT TERMS AND CONDITIONS ON THE BACK OF THIS ESTIMATE.**

| Service/Item | Unit Price | Qty | Cost |
|--------------|------------|-----|------|
|              | \$         | 1   | \$   |
|              | \$         |     | \$   |
|              | \$         |     | \$   |
|              | \$         |     | \$   |
|              | \$         |     | \$   |

**SUBTOTAL:** \$

**TAX (7%):** \$

**ESTIMATED TOTAL:** \$

I accept this Binding Estimate:

\_\_\_\_\_  
Customer/Shipper

Date: \_\_\_\_\_

I confirm that I accept this Binding Estimate:

\_\_\_\_\_  
Customer/Shipper

Date: \_\_\_\_\_

*Required if estimate was provided more than 5 business days before moving date.*

**RUDY RU'S MOVING CREW, LLC**

(803) 760-4358

RUDYRUSMOVINGCREW.COM

## BINDING ESTIMATE TERMS AND CONDITIONS

1. Before beginning a move, Rudy Ru offers customers the option of a Binding Estimate. Rudy Ru will calculate the cost of a fixed price move based on estimated distance, labor, and equipment needed to complete the move safely and efficiently according to the rates and charges in its Tariff and will charge that cost regardless of the amount of equipment and labor required.
2. Rudy Ru will absorb the added cost if a move takes longer than anticipated, and Rudy Ru will benefit if it finishes sooner than expected. The Binding Estimate option will be provided on Rudy Ru's Bill of Lading form.
3. The Binding Estimate will include all charges in Rudy Ru's Tariff including labor, truck, and bulky items, except charges for packing materials, and approved promotions. Packing materials are not included in the Binding Estimate and will be charged at the prices in Appendix A at the end of the move. Full replacement coverage for damaged or lost articles must be purchased separately.
4. A Binding Estimate is valid for five (5) business days. If a Binding Estimate is provided more than five (5) business days before the day on which a move is scheduled, Rudy Ru will confirm the customer's agreement to the estimate no later than five (5) business days before the move.
5. If the customer makes changes in the household goods to be moved, the distance of the move (for example, a change in destination or an additional stop), Rudy Ru will provide a new Binding Estimate, which the customer may chose instead of being charged the tariffed rate.
6. Any provisions in Rudy Ru's Tariff consistent with a Binding Estimate, shall apply to this Rider.
7. The Binding Estimate will be provided on the form attached as Exhibit A to this Rider. Rudy Ru will keep copies of Binding Estimates and supporting documentation on file for at least five (5) years.
8. If you have any complaints please bring them to our attention, but you may also contact the Office of Regulatory Staff at (803) 737-5230 (Columbia, SC), 1-800-922-1531 (toll-free within South Carolina), TTY (for the Hearing- and Speech-Impaired) : (803) 737-0846 (TTY in Columbia, SC) 1-877-889-8337 (TTY toll-free within South Carolina)

## **EXHIBIT B**

# UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

PSC

**RUDY RU'S MOVING CREW, LLC**  
**300 Caughman Farm Ln., Apt 111**  
**Lexington, SC 29072**

IN CASE OF NEED, CONTACT TRAFFIC CONTROL MGR AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG NO

SHIPPER \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_  
 NOTIFICATION OF WEIGHT & CHARGES  
 SHIPPER REQUESTS NOTIFICATION OF ACTUAL  
 WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐  
 NOTIFY \_\_\_\_\_ TEL. \_\_\_\_\_  
 ADDRESS \_\_\_\_\_

CONSIGNEE TO \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_  
 PREFERRED DELIVERY DATE(S) \_\_\_\_\_  
 OR PERIODS OF TIME \_\_\_\_\_

**ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR  
 CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES  
 POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK  
 WILL NOT BE ACCEPTED.**

RECEIVED \_\_\_\_\_  
 SUBJECT TO \_\_\_\_\_ ROUTING \_\_\_\_\_  
 GENERAL CONDITIONS: \_\_\_\_\_

RATES, RULES AND REGULATIONS IN  
 TARIFF \_\_\_\_\_ SEC. \_\_\_\_\_

## INVOICING

GOV'T. B/L No. \_\_\_\_\_  
 BILL CHARGES TO \_\_\_\_\_

THIS SHIPMENT WILL MOVE SUBJECT TO  
 THE RULES AND CONDITIONS OF THE CAR-  
 RIER & TARIFF. ALL TERMS PRINTED OR  
 STAMPED HEREON OR ON THE REVERSE  
 SIDE HEREOF, SHIPPER HEREBY RELEASES  
 THE ENTIRE SHIPMENT TO A VALUE NOT  
 EXCEEDING \_\_\_\_\_ THE CARRIER'S LI-  
 ABILITY FOR LOSS AND DAMAGE WILL BE \$0  
 PER LB. PER ARTICLE, UNLESS A GREATER  
 AMOUNT IS SPECIFIED BY THE SHIPPER.

BINDING ESTIMATE: Y / N

SIGNED \_\_\_\_\_  
 Shipper \_\_\_\_\_ Date \_\_\_\_\_

## TIME RECORD

START \_\_\_\_\_  
 FINISH \_\_\_\_\_  
 AM AM Customers Initials \_\_\_\_\_  
 PM PM Customers Initials \_\_\_\_\_

JOB HOURS \_\_\_\_\_  
 TRAVEL TIME \_\_\_\_\_  
 TOTAL HOURS \_\_\_\_\_

## TRANSPORTATION SERVICES HOURLY CHARGE

STRAIGHT TIME  
 VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

OVERTIME SERVICES  
 VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

TRAVEL TIME HOURS AT \$ \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

PACKING \_\_\_\_\_

INSURANCE \_\_\_\_\_

TOTAL \_\_\_\_\_

DATE DELIVERED \_\_\_\_\_

DRIVER \_\_\_\_\_

## WEIGHT AND SERVICES

☐ SPACE RES. \_\_\_\_\_ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. \_\_\_\_\_ CU. FT.

| GROSS  | TARE | NET | RATE | CHARGES |
|--|------|-----|------|---------|
| TRANSPORTATION _____ MILES   |      |     |      |         |
| ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)   |      |     |      |         |
| ADD'TL. TRANS. (SURCHARGE) <input type="checkbox"/> ORIG. <input type="checkbox"/> DEST. |      |     |      |         |
| EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____  |      |     |      |         |
| AT _____   |      |     |      |         |
| EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____  |      |     |      |         |
| PIANO HANDLING: OUT _____ IN _____ HOIST _____   |      |     |      |         |
| ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____  |      |     |      |         |
| WAREHOUSE HANDLING _____   |      |     |      |         |
| TRANSIT STORAGE: FROM _____ TO _____   |      |     |      |         |
| S.I.T. VALUATION CHARGE _____  |      |     |      |         |

## APPLIANCE SERVICES

ORIGIN DUE \_\_\_\_\_

DEST. DUE \_\_\_\_\_

## OTHER CHARGES

| CARTAGE: TO WHSE <input type="checkbox"/> FROM WHSE <input type="checkbox"/> ORIG <input type="checkbox"/> DEST <input type="checkbox"/> MI | QUANTITY |
|---|----------|
| BARRELS   | 5        |
| CARTONS LESS THAN 1 1/2   |          |
| CARTONS 1 1/2   |          |
| CARTONS 3   |          |
| CARTONS 4 1/2   |          |
| CARTONS 6   |          |
| CRIB MATTRESS   |          |
| WARDROBES (USE OF)  |          |
| MATTRESS CARTON NOT EXCEEDING 39 x 75   |          |
| MATTRESS CARTON NOT EXCEEDING 54 x 75   |          |
| MATTRESS CARTON EXCEEDING 54 x 75   |          |
| CRATES MIRROR CARTONS   |          |
| TOTAL PACKING   |          |

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L.

TOTAL CHARGES

PREPAYMENT: COLLECTED BY \_\_\_\_\_

BALANCE DUE: COLLECTED BY \_\_\_\_\_

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES  
 ORDERED WERE PERFORMED.

REC'D FOR STORAGE \_\_\_\_\_ CONSIGNEE \_\_\_\_\_

WAREHOUSE \_\_\_\_\_

BY \_\_\_\_\_ PER \_\_\_\_\_ DATE \_\_\_\_\_

(WAREHOUSEMAN'S SIGNATURE)

## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine, the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners at the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred within 30 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coorage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refunded or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.



**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2020-204-T**  
**CERTIFICATE OF SERVICE**

I, **CARL E. BELL**, hereby certify that I have, on this 26th day of January 2021, served the **Prefiled Testimony of Demari Rudolph for Rudy Ru's Moving Crew, LLC**, upon the parties listed below by electronic mail:

**Alexander W. Knowles, Esquire**  
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**Carri Grube Lybarker, Counsel**  
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**Demari Rudolph**  
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Columbia, South Carolina  
January 26, 2021